

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SYNIDA LEANN LOPEZ DE PAZ, v. EXPERIAN INFORMATION SOLUTIONS, INC. dba EXPERIAN;	Plaintiff, Defendants.	Case No. 1:25-cv-2180 (JGK)
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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

Filed by:

Dated: New York, New York
May 11, 2025

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TABLE OF AUTHORITIES**Cases**

- *Ciararella v. Reader's Digest Ass'n*, 131 F.3d 320 (2d Cir. 1997).....4
- *Hostcentric Techs., Inc. v. Republic Thunderbolt, LLC*, 2005 WL 1377853 (S.D.N.Y. June 9, 2005)4

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MEMORANDUM OF LAW

I. INTRODUCTION

Plaintiff Synida Leann Lopez de Paz (“Plaintiff” or “Ms. Lopez de Paz”) respectfully requests that the Court enforce a binding settlement agreement entered into with Defendant Experian Information Solutions, Inc. (“Defendant” or “Experian”) via email on May 7–8, 2025. The terms were simple: \$8,000 in payment and deletion of two tradelines. Plaintiff accepted the offer unequivocally in writing, performed by sending a W-9, and requested follow-up details. Under SDNY precedent, these facts establish a binding agreement.

II. STATEMENT OF FACTS

On May 7, 2025, Experian’s counsel sent an email offering \$8,000 and deletion of two accounts. On May 8, 2025, Plaintiff’s counsel responded: “The offer as presented is accepted.” A completed W-9 was sent and performance commenced. On May 9, Experian attempted to retract the agreement. The relevant email chain is attached as Exhibit A.

III. LEGAL STANDARD

A contract is formed where there is mutual assent to essential terms and no condition precedent of formal execution. *Hostcentric Techs., Inc. v. Republic Thunderbolt, LLC*, 2005 WL 1377853, at 5 (S.D.N.Y. June 9, 2005). Email exchanges are enforceable where parties do not explicitly require execution of a written document. *Id.*

By contrast, in *Ciararella v. Reader’s Digest Ass’n*, 131 F.3d 320, 322 (2d Cir. 1997), enforcement was denied only because both parties expressly conditioned agreement on a signed release — not present here.

IV. ARGUMENT

A. The May 7–8 Emails Created a Binding Contract

Experian offered payment and deletion. Plaintiff accepted the offer verbatim. A completed W-9 was sent. All material terms were agreed upon. There is no evidence that a signed document was a prerequisite. *See Hostcentric*, 2005 WL 1377853, at 5–7.

B. Experian's Attempt to Revoke After Acceptance Fails

Experian's May 9 retraction—based on internal misunderstanding—is legally ineffective. The Restatement confirms that a contract is formed upon acceptance unless the offer is revoked **before acceptance. Restatement (Second) of Contracts §§ 17, 22.**

V. RULE 408(b) STATEMENT

The attached communications are offered solely to establish the existence and terms of the agreement, not to prove liability or damages. *See Fed. R. Evid. 408(b).*

VI. CONCLUSION

Considering the foregoing, Plaintiff respectfully requests that the Court:

1. Enforce the May 7–8, 2025 settlement agreement;
2. Order Experian to pay \$8,000 and delete the tradelines at issue;
3. Require the parties to file a stipulation of dismissal within 7 days of performance;
4. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: New York, New York
May 11, 2025

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CERTIFICATE OF COMPLIANCE

Pursuant to Rule III.D of Judge Koeltl's Individual Practices, I certify that this memorandum of law contains **413 words**, excluding the cover page, table of contents, table of authorities, and this certification. I further certify that the brief complies with the formatting requirements set forth in the Court's rules.

Respectfully submitted,

Dated: New York, New York
May 11, 2025

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SYNIDA LEANN LOPEZ DE PAZ, v. EXPERIAN INFORMATION SOLUTIONS, INC. dba EXPERIAN; Defendants.	Plaintiff, Case No. 1:25-cv-2180 (JGK) CERTIFICATE OF SERVICE
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I certify that a copy of the foregoing was duly served upon all parties via CM/ECF.

Respectfully submitted,

Dated: New York, New York
May 11, 2025

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